



# PARC EAST CONDOMINIUM

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September 18, 1996

Office of the Secretary  
Federal Communications Commission  
1919 M Street, NW  
#222  
Washington, DC 20544

RE: Rule Making - Telecommunications Act & Installation of Antenna on Common Property

Dear Members of the FCC:

I am writing concerning rule making on the issue of installation of individual viewer antennas on commonly owned property in condominium associations.

As the General Manager of Parc East Condominium Unit Owners' Association, a 290 unit, 15 story hi-rise in the Washington, DC metropolitan area, I have grave concerns about the proposed rules allowing viewers to install antenna on commonly owned property without the association having any input in the matter. Aside from the significant constitutional concerns I have with the proposed rule, there are several very real, everyday, concerns the proposed rules would present.

First and foremost is the maintenance, serviceability, and safety of the common areas. By definition, common areas are components of the Unit Owners' Association owned by all members of the Association. The Association has a responsibility to maintain these areas. The cost of the maintenance for the common areas is borne by all unit owners through their condominium assessments. By allowing an individual viewer the right to install an antenna or dish on the common areas without any limitation would compromise the physical integrity of the building and the common elements and increase the cost the Association must bear to maintain the common elements. Owners in the Association would end up paying for the increased cost through their condominium assessments based on the actions of individuals who do not own in full the areas where antenna and dishes would most likely be installed.

The most likely location for the installation of an antenna or satellite dish for a viewer would be out their window, attached to the exterior wall, on the roof, somewhere on the exterior grounds, or more probably, the balconies. Again, all of these areas are common or limited common elements owned by the Association, not the individual, who is responsible for the maintenance, repair and replacement of these components. Our balcony restoration project provides an excellent example of the ramifications of the proposed rules to a condominium association.

Parc East is currently engaged in a balcony restoration project which is costing the Association \$546,456. This may not seem like much money to some, but it is the largest, most expensive project the Association has yet to undertake in its seventeen years and represents a cost of \$1,840 to an owner of a typical one bedroom unit. The reason the work is required is the structural integrity of the concrete slab of the

balconies was compromised by water entering the concrete of the balcony through the balcony railing support posts. When I state the structural integrity of the balcony surface was compromised, the reality of this was that we had corners of the balconies cracking, splitting, and falling to the ground. It was a danger to the individual resident of the unit and to all residents and guests of the building .

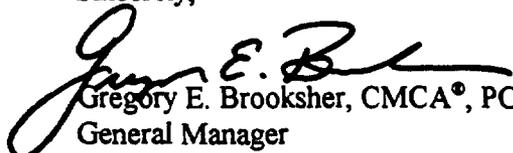
If an individual installs a pole or any other anchoring devise in the balcony surface to attach a dish or an antenna, the structural integrity of the balcony will again be compromised causing a need for more frequent repairs and leading to greater danger to the residents and to anyone visiting the property. It will also invalidate the warranty provided by the contractor and the concrete sealer manufacturer. Moreover, the act of breaking the balcony surface to anchor an antenna or dish will eliminate any benefit of the recent repair work and will allow the situation which are correcting to recur. This will allow the danger of compromising the structural integrity of the surface to recur, cause the Association to undertake more repairs more frequently, and increase the expense to all owners in the Association. The greater the expense to the owners, the higher their condominium assessment. High assessments can negatively affect re-sale value of owners' units. I do not believe a direct intention of the Telecommunications Act was to lower property values and increase the danger to residents and visitors in hi-rise multifamily dwelling units. However, with no control, review, or restrictions allowed in regards to antenna and dish installation, anarchy will rule and property values will suffer.

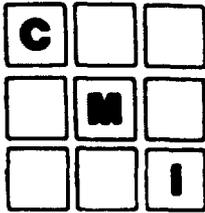
The same scenario applies if an individual installs an antenna through the exterior wall outside their window. Mortar and brick are porous surface which can break and chip. Despite being porous, bricks and mortar do keep water from entering the interior of the building. If mortar and brick are chipped or broken by installing a dish or antenna anchor, water may enter the building causing damage. Again, the act of an individual will increase the burden to the entire Association.

The same scenario also applies to placing a dish or antenna on the roof or the exterior grounds. The lines of connection would have to travel on, over or through the common area to the individual unit. Without some sort of control and/or restriction on installation, the common elements, which do support the structures of the individual homes, can be compromised.

The spirit of individualism made this country great, and our laws generally encourage the spirit of individualism. However, the spirit of the individual is usually tempered by the democratic process. In a community association, individuals group together to form a community based on the desires of the group as a whole, and the group promulgates rules, regulations and standards for those areas owned in common for the benefit of all. In a hi-rise multi-family dwelling, some of these standards are critical because the common areas support the function and value of the home. Condominium association will be able to formulate plans to allow individuals in the community to utilize newly available television and data transfer technologies. However, to protect the investment to the individual home, a condominium association must retain its right to control how the common elements - those areas owned by everyone together - are used and maintained. To undermine this through the rules of the Telecommunications Act corrupts the very premise which formed community associations, the largest choice for home ownership available in the United States. Please bear this in mind when reviewing the rules implementing the Telecommunications Act.

Sincerely,

  
Gregory E. Brooksher, CMCA®, PCAM®  
General Manager



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**Association  
Management  
Since 1972**

September 24, 1996

Mr. William Caton  
Office of the Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Washington, D.C. 20554

Re: 1B Docket #95-59  
& CS Docket #96-83

Dear Mr. Caton:

This letter is written on behalf of the seven hundred and eleven (711) unit owners of Colonial Villages I, II, III and The Commons Cooperative in Arlington, Virginia whose Boards of Directors are adamantly opposed to the installation of satellite dishes or antennas on common property. All owners share an undivided interest in all roofs, exterior walls, lawns and other common areas.

The Colonial Villages are designated "Historic" by Arlington County and the Commonwealth of Virginia. As a result, all exterior changes must be approved by the Arlington County Historic Review Board. Requests for changes are not taken lightly by the members of the Review Board.

Aesthetics aside, a major concern of the unit owners is: who will be responsible for the damage when an installer or repair person makes a hole in a new twenty-five thousand dollar (\$25,000) roof? Who will be responsible for damage to copper coping caused by the ladder belonging to an installer or repair person? Who will be responsible for damage to sixty year old parapet walls when an antenna is blown over by high wind? Rest assured, the owner of the satellite dish or antenna will deny any responsibility, but when water leaks into his apartment he will expect the condominium to pay for the damages.

Has the FCC given any consideration to the effect on insurance rates if just anybody is allowed to walk and/or work on common roofs and parapet walls? Should the Condominium request a Certificates of Insurance for the antenna companies? Will antenna companies be required to maintain adequate insurance

Condominium Management Incorporated

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Main Ofc: 8720 Georgia Ave., Silver Spring, MD 20910, Tele: (301) 587-0900, Fax: (301) 587-3618  
Virginia Ofc: 1903 N. Key Blvd., Arlington, VA 22201, Tele. (703) 525-5557, Fax: (703) 525-5558

coverage and workmen's compensation? Will the Condominium be responsible when an installer falls off a roof while attempting to install an antenna?

Associations must be allowed to maintain control and oversight over installation methods, placement and maintenance of antennas. Wires dangling from a multitude of antennas or installed through exterior walls in willy-nilly fashion will have a negative economic impact on property values. Who will be responsible for repairs when an owner or resident moves and takes his antenna with him? Need I remind you of the down turn in real estate values throughout the Washington metropolitan area the past several years?

The legal documents of all four Communities preclude the exclusive use of common property by individual owners or residents. All owners were provided a set of those documents before purchasing their apartments. Are the rights of all owners supposed to be ignored because of the wishes of some of the owners?

I am convinced that disagreements and resentment will develop between owners or residents who use property they do not own and neighbors who do not choose to do so. Is the FCC willing to mediate disputes between residents? Neither Boards of Directors nor Property Managers should be placed in this type of situation.

Does the FCC have regulations in place that deal specifically with subcontractors? Will the dealer (Radio Shack, Best Buy, the Hecht Company, etc.) be responsible for installation errors or damage caused by subcontractors?

I encourage the members of the FCC to weigh their decision in this matter very carefully before allowing changes that would have adverse effects on owners and residents of common ownership communities.

Thank you for your time and consideration of the items outlined in this letter. If you have any questions, please contact me at 703-525-5557. I look forward to hearing from you.

Very truly yours,

  
Lester C. Kunz  
Property Manager



Ms Lara Howley  
Community Associations Institute  
1630 Duke Street  
Alexandria, VA 22314

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North Palm Beach, FL 33408  
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Fax: +1 (407) 624 3321

8<sup>th</sup> August, 1996

For the attention of the Property Manager/Owner

## ShareDish™ Proposal for Condominiums

Dear Ms Howley:

As a Condominium Property Manager/Owner you will no doubt be concerned about the impending problem of the new DIRECTV®/USSB® 18" Small Satellite Dish system being extensively advertised on TV and in the press. Will this mean an ugly proliferation of 18" dishes on your condominium balconies? Will this mean that Residents in Condominiums will be forbidden to choose between DIRECTV®/USSB or cable TV? Not necessarily!

The Alternative Cable Company ("ACC") offers forward thinking Property Managers/Owners the ability to plan ahead and allow their Residents to have the new DIRECTV®/USSB DSS® (Digital Satellite System) in their own condo unit without a dish! That's right, without a dish! What's more, every Resident can individually choose to own (or not) a DIRECTV®/USSB system!

With your permission, and at no charge to the Association/Management, the Alternative Cable Company will install a totally new ShareDish distribution system in your managed property. Each Resident has the individual choice to buy a DIRECTV®/USSB DSS decoder from ACC and have it installed on ACC's ShareDish system. Also, it must be stressed that those Residents who wish to remain on the existing cable TV service will incur no charges whatsoever. Quite simply, ACC will install a single dish on the Property and "share" it to any Resident who decides to buy an ACC DSS system. The ShareDish system is independent of your existing cable service.

The Alternative Cable Company does not seek "exclusive access" to your Property. Indeed, ACC will compete side by side with the local cable company. At last, Residents have a choice! (Please note that this totally new ShareDish concept should not be confused with "Private Cable" and "Satellite TV" systems. The ShareDish system is installed free of charge!)

We would like to take this opportunity to arrange a meeting in order to discuss this proposal in more detail. Again, the ShareDish system package is a totally new concept and it is important that it's advantages are fully understood by Property Managers/Owners such as yourself. The ShareDish system is now being used throughout south Florida in some of the area's most prominent condominiums.

Please do not hesitate to call if you have any questions.

Robert Dumas  
Sales/Marketing  
For and on behalf of Alternative Cable Company



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 North Palm Beach, FL 33408  
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## ShareDish™ Resident Information Sheet

- Any resident can now choose to have a Digital Satellite System (DSS) installed in their home **without a dish and without any cost to their neighbor!!**
- **200 Channels of choice with DIRECTV and USSB programming.** Receive laser quality picture and CD sound directly into your home!!
- You can watch your favorite professional team (NFL, MLB, NBA, and NHL) with DIRECTV professional sports packages right in your own home. **Exclusive College Sports coverage along with 18 (Out of Market) Regional Sports Channels** to bring home your favorite city's sporting coverage.
- All of your favorite programming, plus channels like **The History channel, Court TV, Bravo, 31 music channels, and over 23 movie channels!!**
- **60 of the latest hit pay per view movies every night.** Starting as often as every 30 minutes. They're all at the tip of your remote control for only \$2.99 each. No rewind. No return.

The ShareDish system will make it possible for you to receive the latest in Digital TV programming from DIRECTV/USSB. In order to receive DIRECTV/USSB programming you will need to purchase a *Satellite Receiver* (also called a 'decoder') from ACC. The receiver decodes the digital satellite signals and allows you to view the best TV picture available on the market today.

ACC is an authorized dealer for both Sony and RCA *Satellite Receivers*. On the following page is a list of receivers with prices to choose from; the cost of installing your receiver (Basic Installation) is listed below. Remember, *Satellite Receivers* differ in cost only because of the functions or special features they can perform, they all will give you the same high quality TV picture.

Once we have installed your receiver, we will activate the programming of your choice with DIRECTV/USSB. Enclosed you will find a brochure with the programming choices available. To help you become familiar with your DSS receiver an ACC representative will provide you with 30 mins of Customer Orientation at the time of installation. Additionally, our system comes with a mandatory worry-free Annual Warranty and Maintenance service agreement that insures your signal and satisfaction.

*Please feel free to call an ACC representative for assistance or questions.*

<b>ShareDish Mandatory Annual Warranty\Maintenance Service fee per year</b>	<b>\$75.00</b>
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DSS receiver(s) purchased from ACC and the ShareDish itself are covered by a lifetime warranty for as long as the Customer has a DSS receiver connected to ACC's ShareDish system for which the Customer pays the mandatory Annual Warranty and Maintenance fee. The lifetime warranty for the DSS receiver covers any defect in materials or workmanship for parts. Labor charges to repair the DSS system are only covered by a 90 day warranty. During the initial 90 days, ACC will exchange the defective portion of the DSS receiver with a new unit and correct any basic installation defects at no cost to the Customer. After the aforementioned 90-day period, ACC will charge the Customer for labor costs associated with removing, repairing and re-installing the defective DSS receiver. The lifetime warranty for the ShareDish system applies to the delivery of the DSS signal, through the ShareDish system to the DSS receiver in the Customer's home and ACC will maintain the ShareDish system in good working order at all times.

<b>Basic Installation</b>	<b>\$200.00</b>
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A Basic Installation is defined as the hook-up of a single DSS receiver to ACC's ShareDish system, using up to 100' of new RG-6 cable through the condo's existing ducts and conduits, and connection of the DSS receiver to a VCR and/or TV in the same location. If it is not possible to use the condo's existing ducts and conduits ACC will carry-out a survey of the Customer's residence, free of charge, in order to establish the most cost effective method of connecting the DSS receiver to ACC's ShareDish system. ACC would supply the Customer with a fixed cost price, for prior approval before any work is carried out, for a DSS receiver inclusive of a 'Custom Installation'. The ACC Installer will provide up to 30 mins of Customer Orientation for the DSS receiver at the time of installation.

DIRECTV and DSS are registered service marks of DIRECTV, Inc., a unit of Hughes Electronics Corp. USSB is a registered service mark of U.S. Satellite Broadcasting Company.